

**SETTLEMENT AGREEMENT AND  
FULL RELEASE OF CLAIMS**

1. This Settlement Agreement and General Release ("Agreement") is between Hilda Galvan, Releasor and the Espanola Public School District ("the District), (together "Parties"), in the an appeal made by Hilda Galvan to an independent arbitrator pursuant to NMSA § 22-10A-25 from a school board determination of discharge.
2. This Agreement is effective on the date when signed below by the Parties. Copies of this Agreement are as good as the original. This Agreement may be executed in Counterparts.
3. The Parties warrant and represent that they have carefully and fully read this Agreement and that they have the authority and the legal capacity to enter into this Agreement, and that they know the contents hereof, and that they have signed the same of their own free act and deed. Each party signing in a representative capacity has taken all steps necessary to duly approve the making of this Agreement and warrants that no further approval is necessary and warrants that the making and performance of this Agreement will not violate any provision of law.
4. Ms. Galvan agrees to withdraw her appeal to an independent arbitrator pursuant to NMSA 22-10A-25. Her withdrawal is attached as Exhibit A.
5. Ms. Galvan further agrees to release the District, its officers, employees, agents, representatives, insurers, successors, attorneys and assigns, from all actions, causes of action, rights, suits, judgments, demands and claims of liability for loss of or damages of any kind associated with her employment with the District, including but not limited to, the manner in which Ms. Galvan was terminated from the District, including waiver of any and all rights associated with her employment with the District and specifically as those rights are set forth in NMSA 1978 §§ 22-10-24 and 22-10-25.

12. This Agreement was the product of mutual negotiation. The terms of this Agreement and all rights and obligations of the parties thereto including its enforcement shall be interpreted and governed by the laws of the State of New Mexico.
13. No provision of this Agreement may be modified, altered, waived, or discharged unless such modification, alteration, waiver, or discharge is agreed to in writing and signed by all Parties.
14. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

#### RELEASOR ACKNOWLEDGMENT

HILDA GALVAN HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT AND RELEASE, WHICH SETS FORTH THE ENTIRE AGREEMENT BETWEEN RELEASOR AND DISTRICT AND ACKNOWLEDGES THAT SHE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENTS, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT.

**Approved and Agreed to:**

Hilda Galvan  
Hilda Galvan, individually

4-21-16

Before me, the undersigned authority, on this day personally appeared Hilda Galvan, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledges to me that she executed the same.

Given under my hand and seal of office this \_\_\_\_ day of April, 2016.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

*Signed in my presence.*

*Raee Da Santos*  
*Attorney for Hilda Galvan*

April 18, 2016

Espanola Public Schools  
714 Calle Don Diego  
Espanola, NM 87532

Re: Withdrawal of Appeal to Arbitration

Dear Espanola Public Schools:

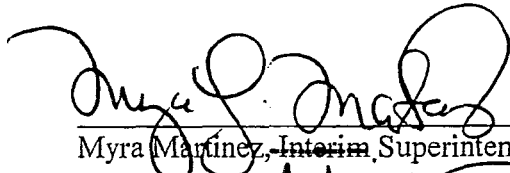
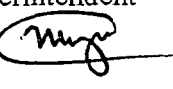
I am hereby withdrawing my request to appeal the School Boards termination decision to an arbitrator.

Sincerely,

Hilda Galvan 

**DISTRICT ACKNOWLEDGMENT**

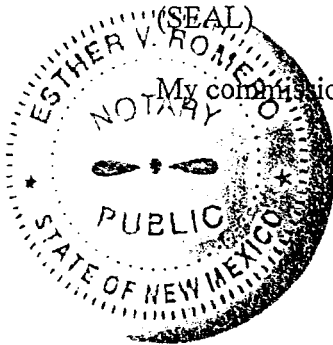
Approved and Agreed to by Espanola Public Schools:

  
Myra Martinez, ~~Interim~~ Superintendent  
*Acting* 

4/27/16  
Date

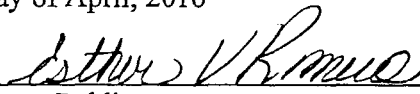
Before me, the undersigned authority, on this day personally appeared Myra Martinez, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledges to me that she executed the same.

Given under my hand and seal of office this 27<sup>th</sup> day of April, 2016



My commission expires:

2/7/19

  
Notary Public